



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Participation in San Joaquin County Contracts for Purchase of Office Supplies and Computer Paper

MEETING DATE: August 4, 1993

PREPARED BY: Finance Director

RECOMMENDED ACTION: That the City Council adopt the attached resolution authorizing the City of Lodi to purchase office supplies and computer paper under the terms of the contracts between the County of San Joaquin and their respective contractors, Eastman, Inc. for office supplies, and Shade/Allied, Inc. for computer paper.

BACKGROUND INFORMATION: In an effort to reduce costs of general supplies, public agency purchasing departments throughout California are developing cooperative networks to combine usage requirements and obtain competitive bids on the aggregate amounts. The combined volumes result in substantially lower prices, especially benefiting smaller agencies like Lodi. Currently, the city participates in a number of cooperative purchase arrangements made available through the League of Cities and the State Office of Procurement, enjoying discounts on some items of up to 70%.

The supplies contracts between the County of San Joaquin and Eastman, and the County and Shade/Allied (formerly SCM Allied) are the results of competitive bids, and have been made available to other public agencies in California. If the attached resolution is adopted, the City of Lodi would join the cities of Stockton, Manteca, Modesto, Turlock, and Yuba City, and the County of Stanislaus, in using these cooperative contracts.

The annual savings for the City under these buying agreements is estimated to be in the \$4,000 to \$5,000 range.

FUNDING: None required.

for Vicki M'athie
for Dixon Flynn, Finance Director

Prepared by Joel Harris, Purchasing Officer

APPROVED:

Thomas A. Peterson

THOMAS A. PETERSON
City Manager



recycled paper

RESOLUTION NO. 93-96

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING PARTICIPATION IN SAN JOAQUIN COUNTY
CONTRACTS FOR THE PURCHASE OF OFFICE SUPPLIES
AND COMPUTER PAPER

WHEREAS, pursuant to Lodi Municipal Code Section 3.20.040, the Purchasing Officer, with the approval of the City Council, may authorize in writing any agency to purchase or contract for specified supplies, services and equipment independently of the Purchasing Department so long as such purchases are made in conformity with established purchasing procedures as set forth in the Lodi Municipal Code, and periodic reports are required of and provided by the agency on said purchases made under such written authorization;

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City of Lodi to purchase office supplies and computer paper under the terms of the contract between the County of San Joaquin and their respective contractors, Eastman, Inc for office supplies, and Shade/Allied, Inc. for computer paper.

Dated: August 4, 1993

I hereby certify that Resolution No. 93-96 was passed and adopted by the Lodi City Council in a regular meeting held August 4, 1993 by the following vote:

Ayes: Council Members -
Noes: Council Members -
Absent: Council Members -

Jennifer M. Perrin
City Clerk

SAN JOAQUIN COUNTY

CONTRACT #: TA4-062003R

COMMODITY : Office Supply

CONTRACTOR: Eastman Inc.

EFFECTIVE DATE: 7-1-93 to 6-30-94

BID #. 5040

PREVIOUS

CONTRACT #: TA3-067005R

DEPARTMENT: Various

SALES/USE TAX: Plus

TERMS: Net 30 Days

DELIVERY: As Required (delivered 2 days ARO)

FOB POINT: Destination/Full Freight Allowed

MIN. ORDER: None

PRICING: Firm through 6-30-94

VENUM: EA1690490

COMMOD. CODE: 61500

CONTACT PERSON: Bill Molen Sales Representative

PHONE NUMBER: 209-473-4281

FAX NUMBER: 209-473-8931

ADDRESS: 7711 Murray, Stockton, California 95211

AGREEMENT FOR SERVICES

Office Supplies

THIS AGREEMENT is made and entered into on this 1st day of July, 1993, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and EASTMAN, INC., a Corporation doing business in California, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY has need for office supplies; and

WHEREAS, the CONTRACTOR is able to supply such products;

NOW THEREFORE, the parties mutually agree as follows:

1. **SCOPE OF SERVICE; INCLUSION OF OTHER PUBLIC AGENCIES AND ENTITIES:** The CONTRACTOR shall provide the COUNTY with COUNTY's office supply requirements on an "as needed" basis, in accordance with the Request for Bid NO. 5040, and CONTRACTOR's response thereto, both of which are hereby incorporated by this reference as part of this Agreement.

The public agencies and entities listed in Exhibit 1, attached hereto and made a part of this Agreement by reference, shall be entitled to purchase office supplies from CONTRACTOR under the same terms and conditions set out for COUNTY. Additional public agencies and entities may be added to Exhibit 1 upon the mutual written agreement of COUNTY, CONTRACTOR and the agency or entity. Such participating agencies or entities shall make purchases in their own names, make payment directly to bidder and be liable directly to

CONTRACTOR, holding the COUNTY harmless. Such participating agencies and entities shall not have in force any other agreement for like purchases, nor shall it have under consideration for award any other bids or quotations for like purchases.

2. **TERM OF AGREEMENT:** This Agreement shall commence on July 1, 1993, and shall terminate on June 30, 1994, subject to the COUNTY's availability of funds.

The COUNTY may elect to extend this Agreement for four (4) additional one (1) year terms under the same terms and conditions set out herein. COUNTY shall communicate its intent to exercise the option to extend the Agreement for an additional term no later than thirty (30) days prior to the end of the current term.

3. **COMPENSATION:** COUNTY shall compensate CONTRACTOR for those products requested and accepted by COUNTY. Payments will be in the amounts set out in CONTRACTOR's Schedule A and B of Bid No. 5040, payable in arrears against invoices as submitted to and received by COUNTY. Prices quoted by CONTRACTOR in Bid No. 5040 shall be firm throughout the term of this Agreement. Provided however, CONTRACTOR may request that an adjustment be made to the price quotes for products to be effective for the next term of the Agreement if the proposed adjustment is submitted to the COUNTY in writing at least sixty (60) days prior to the expiration of the then current term.

CONTRACTOR will make a volume discount reimbursement payment to COUNTY within thirty (30) calendar days after the close of each calendar quarter for the first year of the Agreement. The reimbursement payment shall be in an amount which is calculated from the dollar amount of purchases from CONTRACTOR by COUNTY. Reimbursement shall be in the amount of 10% of the purchase price paid by COUNTY for those products which are identified in Schedule "A" of Bid NO. 5040. CONTRACTOR will also reimburse COUNTY 3% of the price paid by COUNTY for the purchase of all cataloged and inventoried products outside of schedule "A". In the event that during any quarter of the annual term, COUNTY withholds

more than 5% of the total amount due to CONTRACTOR for more than 30 days, the COUNTY shall not be eligible for the reimbursement for the current term of the Agreement. The volume discount reimbursement payment shall be made available to the public entities and agencies which are listed in the Request for Bid No. 5040 and subject to the conditions set out in this Clause.

The CONTRACTOR shall provide COUNTY with a quarterly report which sets out the dollar amount which was expended by the COUNTY and by each public agency and which qualified for a reimbursement payment to the COUNTY. The basis for this calculation is the individual monthly statement from the Contractor for each participating agency. Furniture purchases will not be calculated into the reimbursement figures. The COUNTY will receive the quarterly reimbursement either by a check or credit. COUNTY shall make the distribution to the public agencies and entities based upon the quarterly report.

No less than sixty (60) days prior to the end of the first year of this Agreement, or any extension thereto, CONTRACTOR shall make a written proposal to COUNTY as to the terms and conditions for volume discount reimbursement for the succeeding term. In the event that CONTRACTOR does not provide a timely proposal, such reimbursement payments shall be considered to have expired and inapplicable to the succeeding term.

4. **PRICE CHANGE:** The CONTRACTOR shall furnish COUNTY with new discounted net price lists to justify changes in the prices no more frequently than quarterly. The COUNTY reserves the right to require the CONTRACTOR to supply vendor invoices to substantiate such price changes.

5. **NON-STOCK ITEMS:** Contractor shall furnish the COUNTY with quarterly reports of those items the CONTRACTOR supplied which were non-stock items in CONTRACTOR's warehouse. The CONTRACTOR shall be required to stock those items which appear on successive reports and which the COUNTY designates as a critical stock requirement.

6. COMPLIANCE REQUIREMENTS: The CONTRACTOR shall keep informed of and observe all prevailing Federal and State laws, rules and regulations pursuant hereto which in any way relate to the services and products provided by CONTRACTOR under this Agreement.

CONTRACTOR represents that it has complied with the provisions of the California Unfair Trade Practices Act in making bids, quotations, and selling prices for this Agreement. Contractor represents that it will not be in violation of that Act or any other requirement of Federal, State, or local law or regulation by providing the product, and/or service for the price set out on this Agreement.

Contractor shall save harmless, defend and indemnify the County and its officers, agents and employees against any liability or claim arising from or based upon CONTRACTOR's acts and failures to act under this Agreement or CONTRACTOR's violation of any law, ordinance, regulation, order or decree, whether by himself, his agent, or employee.

7. ORDERS: Orders shall be placed by the various COUNTY, or agency or entity Departments, as set out in the "Specifications" portion of the Request for Bid No. 5040. Orders will be written on an order form furnished by the CONTRACTOR as items are needed.

8. DELIVERY: Deliveries of ordered products shall be made within two (2) days after the order is received by CONTRACTOR. All supplies shall be packaged and marked for specific ordering departments of COUNTY or the public agencies or entities listed in Exhibit 1. Delivery of the products shall be F.O.B. Destination and Full Freight Allowed directly to the location of the ordering department. The COUNTY and agencies and entities of Exhibit 1 reserve the right to add or delete delivery points, as dictated by their business requirements.

9. REJECTION OF DELIVERY: Materials must meet specifications. Ordering Departments will notify the CONTRACTOR within thirty (30) days after receipt of any

incorrectly ordered, delivered or defective material. The CONTRACTOR will provide the Department with a return authorization. Contractor's driver will pick up the products to be returned within ten (10) working days from notification, at vendors expense, or the products may be disposed of or destroyed by the Department. The COUNTY and the agencies and entities listed on Exhibit 1 will not be responsible, nor pay for, rejected, defective, or returned products. No service charges or restocking charges shall be levied for the return of products. Except however, a service charge or restock charge may be levied for the return of specialty items or custom ordered items which were identified by CONTRACTOR to the ordering Department at the time of receipt of the order, and where the returned item is not readily remarketable in the COUNTY's opinion or where the CONTRACTOR furnishes proof of restocking or service changes from the manufacturer. In the case of a return with a restocking charge which amounts to the full CONTRACTOR's invoice price, the item will be redelivered to the Department at no additional charge.

10. **INVOICING:** Invoicing shall be provided by CONTRACTOR, in duplicate, showing the fund, Department, date, budget unit number, vendor number or ordering Department and itemizing the units ordered with unit price and extended amounts. The total price shall include applicable taxes.

11. **TERMINATION OF AGREEMENT FOR CAUSE:** If CONTRACTOR fails to perform CONTRACTOR's duties to the satisfaction of the COUNTY, or if CONTRACTOR fails to fulfill in a timely and professional manner CONTRACTOR's obligations under this Agreement, or if CONTRACTOR shall violate any of the terms or provisions of this Agreement, then COUNTY shall have the right to terminate this Agreement effective immediately upon the COUNTY giving written notice thereof to the CONTRACTOR. In addition, either party may terminate this Agreement upon thirty (30) days written notice to the other party.

Termination shall have no effect upon the rights and obligations of the parties arising out

of any transaction occurring prior to the effective date of such termination. CONTRACTOR shall be paid for all work satisfactorily completed prior to the effective date of such termination.

12. **AUDIT:** The COUNTY reserves the right to audit the records of CONTRACTOR related to this Agreement at reasonable times during normal hours to determine compliance by CONTRACTOR of its obligations under this Agreement.

13. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, national origin, handicap, or veteran status.

14. **DRUG FREE WORKPLACE:** During the performance of this Agreement, the CONTRACTOR agrees that it will provide a drug free workplace, in accordance to the Government Code for Drug Free Workplace Act.

15. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

16. **NOTICES:** All notices required to be given under this Agreement shall be in writing. Such notices shall be as indicated as follows:

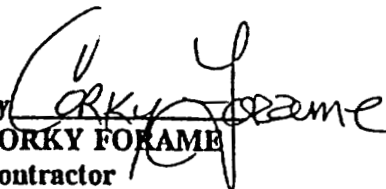
FOR THE CONTRACTOR: Eastman Inc.
7711 Murray
Stockton, CA 95211

FOR THE COUNTY: Purchasing Department
222 E. Weber Ave. #675
Stockton, CA 95202

IN WITNESS WHEREOF, County and Contractor have executed this

Agreement on the day and year first hereinabove set forth.

**EASTMAN INC.
7711 MURRY
STOCKTON, CA 95211**

By 
CORKY FORAME
Contractor

**COUNTY OF SAN JOAQUIN, a
political subdivision of the
State of California**


By 
LARRY R. COON, C.E.M.,
Purchasing Manager

EXHIBIT 1
Multi Tax Supported Agencies

City Agencies

City of Lodi
City of Manteca
City of Modesto
City of Stockton
City of Yuba

County Agencies

San Joaquin County
Stanislaus County

AGREEMENT FOR SERVICES
COUNTY COMPUTER PAPER REQUIREMENTS

THIS AGREEMENT made and entered into on this 6th day of May, 1993, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as "County", and SCM WALTON PRINTING CO., an independent contractor, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County has need for computer paper; and

WHEREAS, the Contractor is able to supply such products.

NOW THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICE: Pursuant to this Agreement, the Contractor shall provide the San Joaquin County with their stock computer paper requirements on an "As Needed" basis, in accordance with Bid NO. 5037.

2. TERM OF AGREEMENT: This Agreement shall commence on May 1, 1993, and shall terminate on April 30, 1994, subject to the County's availability of funds.

The County may elect to extend this Agreement for two (2) additional one (1) year periods within the terms and conditions of the original bid offer.

3. COMPENSATION: County shall pay to Contractor as compensation for services performed by Contractor pursuant to this Agreement, payments will be made per the attached price schedule (Exhibit "A"), payable in arrears against invoices as submitted. Should deficiencies be detected in paper supplied, payment/or the commencement of a discount period (if applicable) will not be made until the defects are corrected and accepted by the County of San

Joaquin.

Prices quoted on Bid No. 5037 shall be firm through October 31, 1993, if there is a price adjustment after above referenced date a written notification shall be submitted to the County Purchasing Department (30) days prior to price change. Price adjustments shall be supported by such documentation as may be required by the County as justification of price changes. Price changes shall in no event exceed the additional cost paid by the Contractor.

All deliveries will be F.O.B. Destination and Full Freight Allowed.

4. DELIVERY: Deliveries will be on an "As Required basis, delivered two (2) days after the order is received. Failure to furnish delivery as promised may constitute a breach of agreement, and the County may procure items in accordance with the paragraph listed below.

5. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT: In case of default by vendor, the County may procure the articles and services from other sources and may recover the loss occasioned thereby from an unpaid balance due to the vendor, or by suit against vendor. The prices paid by County shall be considered the prevailing market price at the time such purchase is made.

6. REJECTION OF DELIVERY: Materials must meet specifications. Rejected deliveries shall be removed by the vendor within ten(10) working days from notification, at vendors expense, or they may be destroyed. The County will not be responsible, nor pay for, rejected products.

7. ORDERS: Orders shall be placed by the various County Departments using a Term Agreement Release. The Term Agreement number and a six digit release number shall be given to the vendor, either in writing or by telephone, at the time of the order.

Orders will be placed on an "as needed" basis

Contractor agrees to sell other stock computer paper that is not listed in the bid at the same percentage figured for the bid pricing.

8. TERMINATION OF AGREEMENT FOR CAUSE: If Contractor fails to perform Contractor's duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Agreement, or if Contractor shall violate any of the terms or provisions of this Agreement, then County shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to the Contractor.

Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination.

9. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, national origin, handicap, or veteran status.

10. DRUG FREE WORKPLACE: During the performance of this Agreement, the Contractor agrees that it will provide a drug free workplace, in accordance to the Government Code for Drug Free Workplace Act.

11. PARTICIPATION OF OTHER AGENCIES: Contractor agrees to extend prices, terms and conditions to other political subdivision, municipalities and tax-supported agencies in and outside of San

Joaquin County.

Such participating agencies shall make purchases in their own name, make payment directly to bidder and be liable directly to Contractor, holding the County of San Joaquin harmless. Such participating governmental bodies shall not have in force any other agreement for like purchases, nor shall it have under consideration for award any other bids or quotations for like purchases.

12. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Agreement, Contractor relies solely upon the provisions contained in this Agreement and no others.

13. NOTICES: All notices required to be given under this Agreement shall be in writing. Such notices shall be as indicated as follows:

FOR THE CONTRACTOR:

SCM Walton Printing Co.
P.O. Box 1504
Benicia, CA 94510

FOR THE COUNTY:

Purchasing Department
222 E. Weber Ave. #675
Stockton, CA 95202

IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the day and year first hereinabove set forth.

SCM Walton Printing Co.
Contractor

COUNTY OF SAN JOAQUIN, a
political subdivision of the
State of California

By Chris Masters
CHRIS MASTERS
Sales Representative

By Larry R. Coon
LARRY R. COON, C.P.M.,
Purchasing Manager

EXHIBIT "A"

PRICE SCHEDULE - STOCK COMPUTER PAPER

<u>DESCRIPTION</u>	<u>PRICE PER M</u>	<u>PER Carton</u>
<u>8-1/2" x 11" Register Bond:</u>		
1pt. 15# 1/2", green bar, SCM Walton #81G, 3000/ctn	3.75	11.25
3pt., 12# 1/2", green bar, SCM Walton #81G, 950/ctn	15.13	14.37
4pt., 12# 1/2" green bar, SCM Walton #81G 650/ctn	20.96	13.62
<u>9-1/2" x 11" Register Bond:</u>		
1 pt., 15# blank, L&R perf. SCM Walton #910P, 3000/ctn	3.99	9.58
1pt., 18# blank, L&R perf. SCM Walton #910PHS 2600/ctn	4.54	11.80
<u>9-1/2" x 11" Letteredge° Perfs:</u>		
1pt., 20# blank, cleanedge SCM Walton #910LE20, 2400/ctn	4.90	11.76
1 PT. 20#, 25% rag content, white SCM Walton #910LER, 2400/ctn	12.48	29.95
<u>9-1/2" x 11" Black Print Carbonless:</u>		
2pt., blank, NCR, L&R perf. SCM Walton #910PNB-2 1600/ctn	12.83	20.53
2pt., W/C, NCR perf. L&R, SCM Walton #910PCNB, 1600/ctn	24.04	38.46
3pt., blank, NCR L&R perf. SCM Walton #910PNB, 1050/ctn	21.47	22.54
3pt., W/C/P, NCR L&R perf. SCM Walton #910PCNB, 1050/ctn	37.71	39.60
4pt., blank, NCR L&R perf. SCM Walton #910PNB, 800/ctn	30.06	24.48
4pt., W/Y/P/G, NCR L&R perf. SCM Walton #910PCNB, 800/ctn	50.00	40.17

10-5/8" x 11" Regl. r Bond:

1pt., 15# $\frac{1}{2}$ " green bar SCM Walton #01G, 3000/ctn	4.49	13.47
2pt., 12# $\frac{1}{2}$ " green bar SCM Walton #01G, 1300/ctn	12.44	16.17
3pt., 12# $\frac{1}{2}$ " green bar SCM Walton #01G, 950/ctn	19.82	18.83
4pt., 12# $\frac{1}{2}$ " green bar SCM Walton #01G, 650/ctn	27.40	17.81

12"x8-1/2" Register Bond:

1pt., 15# blank L&R Perf. SCM Walton #280P, 3000/ctn	3.93	11.79
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12"x8-1/2" Non-Impact Printer Paper:

1pt., 18# blank, L&R Perf. SCM Walton #280PHSN, 2600/ctn	4.49	11.67
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14-7/8"x8-1/2" Register Bond:

1pt., 18# blank, L&R Perf. SCM Walton #480HS, 2600/ctn	5.41	14.07
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14-7/8" x 11" Register Bond:

1pt., 15# $\frac{1}{2}$ " green bar SCM Walton #41G, 3000/ctn	6.04	18.12
1pt., 18# blank SCM Walton #410HS, 2600/ctn	6.88	17.89
1pt., 18# $\frac{1}{2}$ " green bar SCM Walton #41GHS, 2600/ctn	6.88	17.89
1pt., 20# blank computer paper, SCM Walton #41020, 2400/ctn	7.09	17.02
1pt., 20# $\frac{1}{2}$ " green bar SCM Walton #41G, 2400/ctn	7.09	17.02
1pt., 20# $\frac{1}{2}$ " blue bar SCM Walton #41B, 2400/ctn	7.09	17.02
2pt., 15# $\frac{1}{2}$ " green bar SCM Walton #41G-2, 1300/ctn	16.28	21.16
3pt., 12# $\frac{1}{2}$ " green bar SCM Walton #41G, 950/ctn	25.10	23.85
4pt., 12# $\frac{1}{2}$ " green bar SCM Walton #41G, 650/ctn	34.76	22.59

5pt., 12# 1/2" green w/	45.03	29.27
SCM Walton #41G, 500/ctn		

Recycled Paper:

1 pt. 20#, blank, cleanedge	5.11	12.26
SCM Walton #R-910LE, 2400/ctn		

1 pt. 18#, green bar	7.18	18.67
SCM Walton #R-41GHQ, 2600/ctn		

Percentage of Post Consumer Waste: 50%

Inside Delivery Charge: \$.45 per carton, minimum charge of \$6.57/shipment to a particular destination.

Handling Charge: A \$10.00 handling charge to apply to any shipment of less than 10 cartons to a specific location.

FOR IMMEDIATE RELEASE

CONTACTS:

Shade Computer Forms Co.
Craig S. Dickman
(414) 432-6700

SCM Allied Paper Incorporated
Gregory A. Waddell
(513) 866-7421

SHADE COMPUTER FORMS CO. AND SCM ALLIED PAPER INCORPORATED
ANNOUNCE MERGER PLANS

GREEN BAY, Wis., July 21, 1993 -- Shade Computer Forms Co. of Green Bay, Wis., and SCM Allied Paper Incorporated of Dayton, Ohio, have announced plans to merge the two companies effective July 21, 1993.

The new company, Shade/Allied Inc., will be headquartered in Green Bay, Wis. Sales of the combined companies will exceed \$175 million annually. James L. Kemerling, the current president and chief executive officer of Shade, will assume these positions with the new company. William H. Ames, president of SCM Allied Paper, will assist in the integration of the two companies and serve as a consultant to the merged company.

In assessing the new combination, Kemerling stated, "The merger will provide both Shade and Allied customers with enormous benefits due to the synergies of the two companies. The new company will have one of the leading sales and support programs in the industry, a greatly expanded product line, and a distribution system that covers every major geographic area in the United States."

Allied markets both stock and custom forms under the SCM Allied Paper, SCM Allied/Egry, and SCM Walton Printing names. Allied is headquartered in Dayton, Ohio, and operates eight manufacturing plants located in Bellville, Tex.; Buena Park, Calif.; Columbus, Ohio; Leipsic, Ohio; Denison, Tex.; Gainesville, Ga.; Petersburg, W. Va.; and Tukwila, Wash. In addition, Allied has nine sales offices and 55 distribution locations.

Shade Information Systems Inc., doing business as Shade Computer Forms Co., manufactures more than 150 different stock forms sold under the "Shade" brand name. The company operates two manufacturing plants located in De Pere, Wis., and Lancaster, Pa. Shade has 17 sales offices and 20 distribution locations nationwide.